

FORM No. 333 OF
 333
 PUGET SOUND TITLE INSURANCE COMPANY

RELINQUISHMENT OF REAL ESTATE CONTRACT

IT IS AGREED between B. V. SPIELMAN and ELVIRA SPIELMAN, husband and wife,
 hereinafter called the first party, and DANIEL N. JOLLY and FERN E. JOLLY, husband and wife,
 hereinafter called the second party, as follows:

That under date of September 10, 1954, the second party agreed to purchase from first party
 the following described property in Skamania County, Washington, viz:

Beginning at a point which is 1493.24 feet south and 429.86 feet east from the northwest corner of Section 22, Township 2 North, Range 7 E. W. M., thence south 09° 00' west 80 feet to the initial point of the tract hereby described; thence south 81° 00' east 50 feet; thence south 09° 00' west to intersection with the northerly line of the S.P. & S. Railway right of way; thence westerly along the northerly line of the said right of way to a point which is south 09° 00' west 77 feet from the initial point; thence north 09° 00' east 77 feet to the initial point; said tract being designated as the westerly 50 feet of Lots 11 and 12 of Block Eight of the unrecorded plat of North Bonneville, Washington.

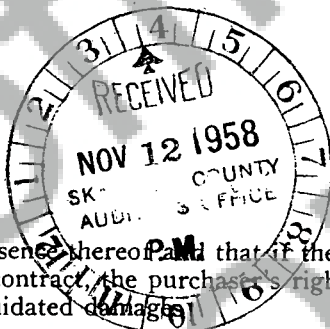
No. 2584
 TRANSACTION EXCISE TAX

NOV 12 1958

Amount Paid *Exempt*

Michael J. Jolly
 Skamania County Treasurer

By *Michael J. Jolly* Deputy



which contract provided that time was the essence thereof and that if the purchaser failed to make the payments, or keep any of the covenants of the contract, the purchaser's rights should cease and determine and all payments made should be regarded as liquidated damages.

That the second party has been unable to keep the terms of said contract and wishes to be absolved from all liability thereunder, and the first party is willing to so absolve him on his admitting default and forfeiture and relinquishing all rights under the contract and in the property;

NOW THEREFORE, in consideration of the mutual agreements herein, the first party does hereby release the second party from all further liability under said contract and the second party admits that said contract has been abandoned and all rights thereunder forfeited, and does hereby acknowledge that said contract is at an end and that all rights thereunder have been forfeited.

EXECUTED in duplicate this 30th day of September, 1958.

Elvira Spielman

B. V. Spielman

First Party.

STATE OF ~~WASHINGTON~~ MONTANA

County of Lincoln } ss.

Daniel N. Jolly
Fern E. Jolly

Second Party.

I, the undersigned, a notary public in and for the state of ~~Washington~~ Montana, hereby certify that on this 30 day of September, 1958, , personally appeared before me

Daniel N. Jolly and Fern E. Jolly, his wife,

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Fred H. Grauer
 Notary Public, residing at *Libby, Montana*
 My Commission expires: *June 7, 1961*